

TOWN OF WEST BOYLSTON, MASSACHUSETTS

REQUEST FOR PROPOSALS FOR SALE OR LEASE OF TOWN-OWNED LAND

INTRODUCTION

Pursuant to G.L. c. 30B, §16, the Town of West Boylston, Massachusetts, acting through its Board of Selectmen, having an address of West Boylston Municipal Offices, 127 Hartwell Street, Ste. 100, West Boylston, MA 01583, is soliciting proposals for the development of a parcel of town-owned land. The Town owns a parcel of land located on Paul X. Tivnan Drive, containing approximately 35.5 acres, more or less, which is shown as “Parcel B” on a plan of land entitled “Plan of Land in West Boylston, Massachusetts Owned by Commonwealth of Massachusetts (Formerly Land of County of Worcester, Mass.,” dated November 4, 1999, revised June 6, 2002, prepared by R.W. Hart Associates, Inc., recorded with the Worcester South District Registry of Deeds in Plan Book 804, Page 81 (the “Property”).

The Property was conveyed to the Town by the Commonwealth of Massachusetts by deed recorded with said Deeds in Book 32654, Page 314. The Property is subject to a restriction requiring it to be used for “municipal services, including parks and recreational uses.” Title to the land reverts to the Commonwealth in the event the land is used for some other purpose. The reverter does not apply to uses that are consistent with, related to, and/or supportive of municipal services, including, but not limited to, renewable energy purposes. The reverter also does not apply to other uses that have been expressly approved by the Commonwealth. The Town is soliciting offers for the purchase or ground lease of a portion of the Property. The size and location of the portion to be sold or leased shall be negotiated with the successful developer.

This conveyance is subject to G. L. c. 30B, §16, G.L. c. 40, §3 and the award of any sale or ground lease pursuant to this solicitation will be contingent upon a Town Meeting vote authorizing the transaction, as well as any prior approval of the Commonwealth required depending upon the proposed use of the land. The Town reserves the right to reject any and all proposals, or to cancel this RFP.

PRE-PROPOSAL CONFERENCE AND SITE VISIT

A pre-proposal conference will be held in the West Boylston Municipal Office (see above address) at 2:00 p.m. on April 25, 2012 to respond to any questions concerning the RFP or the process for the award of the ground lease. This meeting will be followed by a site visit at 2:45 p.m. on the same day.

RFP AND SELECTION PROCESS

To select a developer to implement the proposed development the Town will generally evaluate: (1) the economic benefit of the proposed facility to taxpayers and residents, (2) the overall

environmental and the community impact of the proposed use, and (3) the conformity of the proposed use of the Property with the deed restrictions encumbering the Property.

Copies of this RFP may be obtained by contacting the Town Administrator at the West Boylston Municipal Offices, 127 Hartwell Street, Ste. 100, West Boylston, MA 01583 after April 11, 2012, Telephone Number: (508) 835-3490.

Potential developers are advised that any and all questions concerning the interpretation or meaning of any provision of this RFP must be submitted in writing, addressed to the Office of the Town Administrator, West Boylston Town Hall, at the above address, or by e-mail addressed to the Town Administrator, Leon A. Gaumond, Jr. at lgaumond@westboylston-ma.gov, no later than 4:00 p.m. May 1, 2012. No verbal response to any questions posed by a potential developer shall be binding on the Town. Responses to all questions raised in writing to the Town Administrator shall be issued in writing as an addendum to this RFP and forwarded to all developers who have requested a copy of the RFP at the address they provided for this purpose.

SUBMISSION OF PROPOSALS

Proposals shall be submitted in a sealed envelope clearly marked "Proposal for the Development of Town Property on Paul X. Tivnan Drive" and with the developer's name and address. Developers shall submit eight (8) copies of their proposal. Sealed proposals shall be received in the Office of the Town Administrator, West Boylston Town Hall, 127 Hartwell Street, Ste. 100, West Boylston, MA 01583 **no later than 1:00 p.m. on May 15, 2012, at which time proposals will be opened publicly.**

Any cost incurred by a developer for preparation and submittal of a proposal shall be borne entirely by the developer and no costs related to the proposal will be refunded by the Town under any condition. The Town reserves the right to waive any formality in any proposal submission or reject any or all proposals or select any offer deemed to be in the best interests of the Town. A developer may correct, modify, or withdraw a previously submitted proposal by written notice received by the Town at the address indicated above prior to the time and date for the opening of proposals. Proposal modifications must be submitted in a sealed envelope clearly marked, with the bidder's name and address and the bid title "Proposal for the Development of Town Property on Paul X. Tivnan Drive"– Modification No. ____.

All proposals shall remain in effect for a period of 120 days from the submission deadline stated above. The Board of Selectmen shall determine the offer that is the most advantageous to the Town in its sole discretion and reserves the right to award the sale or ground lease on the basis of the evaluation of the non-monetary characteristics of a proposal as well as the compensation offered to the Town. The Board of Selectmen shall not be required to make the award to the developer offering the highest payment to the Town.

The selected developer shall enter into a purchase and sale agreement or a lease (using forms provided by the Town) within forty-five (45) days from the date of the selected developer's receipt of a notice of award.

RESTRICTIONS ON FUTURE USE

Pursuant G.L. c. 30B, §16(a), the Determination of Availability for disposition voted by the Board of Selectmen on May 17, 2006, imposes the following restrictions on the future use of the Property:

1. The Town will entertain proposals for the purchase or ground lease of a portion of the parcel to be developed for a purpose which may not be consistent with the existing deed restriction on the Property or is approved by the Commonwealth so as to negate the reverter provision in the existing deed. The exact location of the Property to be dedicated to such use will be determined in negotiations with the successful developer.
2. The Town will designate an area within the 35.5 acre Property to be dedicated to park/recreational uses by vote of the Town Meeting.
3. The selected developer shall bear all costs of permitting, engineering and design, construction, operation and continuing maintenance of the proposed development, and shall pay all legal costs incurred by the Town in connection with this transaction.
4. The successful developer shall be responsible for the cost of extending public water and sewer services to the site, or for providing alternative on-site facilities for such services, to meet the needs of the private development (if necessary).

PROPERTY DESCRIPTION

The offered Property, with an area of 1,548,524 square feet (35.54 acres), more or less, situated in the Town of West Boylston, is located on the northeast side of Paul X. Tivnan Drive and shown as “Parcel B” on the Worcester County Registry of Deeds Plan Book 804, Plan 81. No state or federal wetland resource areas have been identified on the site; developers are, however, responsible for independently evaluating the condition of the Property. Final determination of whether any such resource areas are present will be the responsibility of the successful developer. Suitability of the site soils for the proposed use shall also be the responsibility of the developer.

The Town intends to dedicate a portion of the Property for recreational use. The exact location and size of the portion to be leased or sold shall be determined in conjunction with the successful developer. Developers must include in their proposals their preferred or required size of the portion to be purchased or leased.

ZONING REGULATIONS

The entire 35.5 acres acre land parcel is split by a zoning boundary with approximately 10 acres falling into the industrial zone, and the remaining area within the conservation zone. The uses of right allowed within each district are as follows:

*Industrial Zone**

- agricultural uses such as farms, stock farms, greenhouses, nurseries, truck gardens, and the sale of farm or garden produce where the major part of such goods is raised on the premises;
- municipal uses and municipal structures, religious buildings, cemeteries, and certain educational philanthropic, historical or charitable organizations;
- private clubs, business associations, and professional membership organizations;
- carriers for hire;
- business or professional offices
- retail businesses where the major portion of goods being sold is manufactured on site;
- eating places, except fast food and drive-in restaurants;
- bank or financial services;
- wholesale business;
- personal or business services such as barber shops, dry cleaners, or print shops;
- warehousing as an adjunct to a retail or wholesale business;
- research laboratories;
- light manufacturing;
- warehousing or trucking;
- removal of sand, gravel or loam subject to restrictions.

*Conservation Zone**

- agricultural uses such as farms, stock farms, greenhouses, nurseries, truck gardens, and the sale of farm or garden produce where the major part of such goods is raised on the premises;
- and municipal uses and structures, religious buildings, cemeteries, and certain educational philanthropic, historical or charitable organizations;

** Identification of permitting uses in the zoning districts in which the Property is located does not indicate that those uses comply with the deed restrictions encumbering the Property*

In the event the developer's proposed project will require modification of existing zoning, the response to this RFP shall indicate the zoning changes necessary.

The Town of West Boylston is providing some of the information suitable to making an informed decision on the suitability of the Property for particular uses. The Town, however, makes no representations or warranties, either express or implied, that the Property complies with the zoning bylaws of the Town of West Boylston, that the Property can be used for any particular use or purpose, or about the condition of the Property. Developers are expressly instructed to independently verify the information contained herein and determine if the Property complies with local zoning bylaws and other statutes and rules and regulations applicable to the Property. Acceptance of the proposal by the Town does not constitute permit approval. No special consideration shall be given. Fees will not be waived.

RENEWABLE ENERGY PROJECTS

The Town of West Boylston will consider all potential uses of the Property, provided such uses are consistent with the requirements of this RFP. Developers who are interested in submitting proposals for renewable energy projects, including photovoltaic projects, are asked to review Appendix A to this RFP. Developers of such projects must comply with the requirements set forth in this RFP and those set forth in Appendix A.

PROPOSAL CONTENTS

1. Minimum Firm Qualifications

Following are minimum qualifications that a developer must demonstrate in its proposal. Any proposal that fails to demonstrate that the developer possesses the following minimum criteria shall be rejected without any further consideration.

A. Corporate History and Structure

The developer shall identify itself by name, including without limitation corporate name or partnership name, joint venturers, if applicable, and list all officers, directors, primary stockholders, and/or partners or joint venturers involved in the proposal. Firms shall describe the corporate structure, partnership and/or nature of the joint venture, if applicable, and shall identify the role each participating partner or joint venturer will play in the proposed development and operation of the facility. The developer shall also provide a certified corporate vote or other certification of authority to submit its proposal.

B. Development Experience

The developer shall have a minimum of five years experience in the design, construction and operation of a development similar to the proposed use of the parcel. The developer shall provide information on all similar developments, undertaken by them over the past five years, and specify the current status of each such development. The general description of the developer's contractual responsibilities for each development shall be listed. The developer shall identify a local municipal official and/or state regulatory official that may have knowledge of each development referenced that the Town can contact to discuss the developer's past and ongoing operations, contract and regulatory compliance history. Developers are encouraged to present any and all related information that demonstrates its commitment and general capability to perform the proposed services.

C. Compliance Record

Each developer shall provide a summary of the permitting of all developments that it has owned, managed, constructed or operated over the last ten (10) years. Any outstanding or past consent orders, administrative orders, penalties, legal proceedings or other litigation related to the development of each referenced facility shall be detailed in writing. For litigation, orders or penalties that remain unresolved or otherwise outstanding, the developer shall provide a current status, including the reason(s) for lack of resolution.

2. Proposed Use and Facility Description

The developer's proposal shall describe in detail the proposed development in terms of the improvements to be constructed on the land, the uses to be involved, where appropriate the proposed capacity of the facility, hours of operation, anticipated traffic impacts, proposed routing of vehicles entering and leaving the facility, and local jobs to be created. The description of the development shall indicate whether the developer intends to retain title to the improvements constructed on the parcel, or in the alternative intends to sell or lease the improvements to others. An anticipated timeline for the permitting process for the proposed development shall also be included.

3. Proposed Site Layout and Architectural Sketches

The developer shall submit a concept plan of the proposed development, showing the preferred location and size for the site to be leased; the proposed routes of access to the site and anticipated daily traffic impacts in terms of numbers of deliveries or trips by owners, employees, or users of the facilities provided; project layout and overall development scheme including a depiction of areas dedicated to the various uses, structures or activities to be included in the project, screening and buffer zones to be provided along the site boundaries, open space areas. Draft architectural renderings showing typical building style; elevations showing the proposed layout of structures to be constructed, a landscape concept plan shall also be submitted. These plans shall be submitted on unmounted 2'x 3' sheets at a minimum of 100' scale to allow the Town to fully evaluate the project and to compare competing proposals.

4. Development Impact Analysis

The developer shall provide a brief assessment of the negative and/or positive impacts that the proposal will have on the Town of West Boylston. Describe potential mitigation measures that will alleviate the negative impacts to the Town. This impact analysis shall include at a minimum impacts on:

A. *Water Resources*

1. Water withdrawals, if any
2. Wastewater management
3. Stormwater management using best management practices

B. *Traffic Impact Analysis*

1. Estimate traffic generation and the extent of impacts on local roads.
2. Address possible mitigation strategies to alleviate project impacts to the local transportation network
3. Address any need for upgrading or improvement to existing town ways providing access to the Property, and the extent to which the developer will assume such costs.

C. *Municipal Infrastructure Analysis*

1. Infrastructure assets and liabilities
2. Public safety, including possible impacts on the Town's Police and Fire Department
3. Roadway network
4. Public utilities such as water and sewer service.
5. Provision for other utilities, including electricity, telephone/DSL or cable service needed to support the developer's computer system.
6. Impacts on other Town services, including potential impact on the public schools.

5. **Financial Benefits**

The developer shall define the community benefits to be provided as consideration for the award of the sale or ground lease. In addition, the developer shall define how the proposed development of the Property will enhance Town's revenues on a continuing basis through impact on the local property tax base, and what other economic benefits both in terms of monetary payments to the Town as well as in-kind benefits are to be provided. The following information will be included in this portion of a developer's response: monetary community benefits to be paid to Town; job creation; other community benefits of both a monetary and non-monetary nature to be provided by the developer. This portion of the response shall also take into consideration or identify any potential negative impacts such as infrastructure maintenance (for example roads and drainage) costs associated with this proposal and how the developer will assist the Town in meeting such costs.

6. **Payments to the Town**

The developer shall set out all proposed payments to the Town in detail, including the timing and terms of payment.

7. **Permitting Strategy**

The developer shall include a project timeline from award of the ground lease to project build out, particularly identifying the anticipated start date for the project permitting process. The permitting strategy shall include, at a minimum, a list of required permits and approvals required for the proposed use and a timeline indicating the anticipated length of the permitting process.

8. **Proposed Project Team**

The following project specific information shall be included with each proposal to describe the project team; if the developer is a partnership or joint venture, identify which partner or joint venturer each individual of the project team is employed by:

- A. A description of the project team;

- B. The name and resume of the developer's main contact person who will be responsible for acting as the liaison between the Town and the developer's project team. The resume shall identify all prior projects of a similar kind for which this individual has performed a similar function, including the name, location and brief description of each project, and the name, address and phone number of an official of the local government body who worked directly with the contact person in the development of the project;
- C. The name and resume of all project team members; identify the role each team member will play, for example architect, overall project manager, construction manager, etc.;
- D. A clear description of the proposing business entity's structure, including an organizational chart; and
- E. Detailed information describing similar projects completed by each member of the project team, identifying the project name, location, and the role each member played in each development.

9. Project Schedule

The developer shall provide a timeline for the project development, including permitting, design, construction phasing, completion schedule and expected full build-out of the project. The timeline shall include the anticipated date for full build-out.

10. Financing

The developer shall describe in detail its financial strength to undertake the project and the source of its project financing, including any financing contingencies associated with the proposal. The developer must indicate if its company is public or privately held and provide a copy of its last two annual reports or audited balance sheets and income statements and statement of cash flow, and a list of bank and accounting references, or such other information that the Town deems satisfactory evidence of the developer's stability and ability to perform its obligations under agreements reached with the Town.

11. Required Forms

Each proposal shall include the following forms:

- a. Price Proposal (Exhibit A) (for renewable energy projects, use Exhibit 1 attached to Appendix A)
- b. Tax Compliance Certificate and Non-collusion Certificate (Exhibit B)
- c. Statement of Beneficial Interest (Exhibit C)
- d. Certificate of Authority (Corporate entities only) (Exhibit D)

Developers submitting proposals for renewable energy projects must also submit Exhibits 2 and 3, attached to Appendix A

EVALUATION CRITERIA

1. Minimum Qualifications

Proposals will be reviewed to determine if each submission contains all required forms and certifications, as well as a complete description of the proposed development including all the categories of information outlined above under the heading of “Proposal Content”. Any proposal found to be lacking in any respect shall be considered non-responsive, shall be rejected and given no further consideration during the evaluation process.

2. Comparative Evaluation Criteria

Proposals that are determined to be responsive shall be further evaluated in light of the following criteria, and will be ranked in order of preference from most beneficial to least beneficial. An evaluation of each proposal shall state the basis for its ranking, and identify the strength and weaknesses of the proposal, both objectively and in comparison to the other proposals submitted in response to the RFP. The Town may hold interviews if it determines that they are in the Town’s best interest.

The Town’s preference for potential development is a proposal that maximizes the benefits to the Town in terms of financial impact, as well as providing a development that is either consistent with the current deed restrictions on the Property, or one that is likely to obtain the prior approval of the Commonwealth for a use that is not consistent with the restrictions, but nevertheless acceptable to the Commonwealth. The Town will also consider renewable energy projects. The most advantageous proposal is one that meets these requirements and also maximized maximizes the monetary and non-monetary benefits provided to the Town as determined by the Board of Selectmen.

The Board of Selectmen, in its sole discretion, shall make an award to the developer whose overall development proposal offers the most beneficial use of the Property, taking into consideration the plan of development, the proposed uses, the design, the impact on adjacent land uses, the environment, and the overall character of the Town, as well as financial and non-monetary benefits provided by the proposal, and the likelihood of obtaining approval from the Commonwealth in those instances in which it is required. The Board of Selectmen shall not be required to award the sale or lease of the Property to the developer offering the highest compensation to the Town.

If the successful developer fails to finalize the sale or execute a lease acceptable to the Town within forty-five (45) days from the date of the selected developer’s receipt of a notice of award, the Town reserves the right to rescind the award and to award the sale or ground lease to another developer, or to determine not to make an award. The Board of Selectmen reserves the right to reject any and all proposals, or to cancel this RFP.

Proposals will be reviewed in light of the following criteria and given a ranking for each:

HIGHLY ADVANTAGEOUS (HA) will be assigned to a proposal that substantially exceeds the Town’s requirements in each category.

ADVANTAGEOUS (A) will be assigned to proposals that meet the Town's minimum requirements.

NOT ADVANTAGEOUS (NA) will be assigned to proposals that fail to fully meet the Town's requirements.

A. Nature of Applicant

Not Advantageous - An applicant who does not demonstrate adequately that they have the integrity or experience to enter into a purchase and sale agreement or a lease with the Town of West Boylston.

Advantageous - An applicant who adequately demonstrates that they have the integrity or experience to enter into a purchase and sale agreement or a lease with the Town of West Boylston.

Highly Advantageous - An applicant who clearly demonstrates that they have the superior integrity and business sense to enter into a purchase and sale agreement or a lease with the Town of West Boylston.

B. Proposed Benefit to the Community

Not Advantageous - No measurable benefit to the community.

Advantageous - Benefit to the community through experience and knowledge.

Highly Advantageous - Widespread and direct benefit to the community through experience and knowledge.

C. Community Needs

Not Advantageous - Plan fails to address any community, including those mentioned in our Master Plan.

Advantageous - Plan is complete, clear as to key aspects of the community needs as mentioned in our Master Plan.

Highly Advantageous - Plan is complete, clear as to key aspects of the manner in which tasks will be performed and demonstrates an intention to meet needs mentioned in our Master Plan.

Proposals will be rated as indicated above. The Selectmen shall assign a composite rating to each proposal and shall prepare a narrative evaluation of the overall advantages and disadvantages of each proposal. References familiar with the past performance and experience of the developers shall be contacted and interviews may be held. The Board of Selectmen, in its sole discretion, shall determine the most qualified developer offering the most advantageous proposal taking into consideration the nature of the proposed use and the financial and in-kind benefits to the Town. The Board expressly reserves the right to award the sale or the lease to a developer other than the one offering the highest payment to the Town.

SCHEDULE OF NEGOTIATIONS AND AGREEMENTS

The Board of Selectmen will hold negotiations with the developer ranked the highest on the basis of the proposal and possible interview. The Town will prepare the form of purchase and sale agreement or the lease. In the event a satisfactory sale or lease cannot be agreed to by the parties within 45 calendar days from the date of the selected developer's receipt of a notice of award,, unless the Town decides, in its sole discretion, to extend such 45-day period, the Town may, in its sole discretion, cease negotiations and either begin negotiations with the next ranked proposer or cancel the procurement. Any sale or lease of the Property shall be contingent upon the approval of the West Boylston Town Meeting.

KEY DATES

April 11, 2012	Copies of RFP available at Town Administrator's Office, West Boylston Municipal Offices, 127 Hartwell Street, Ste. 100, West Boylston, MA 01583
April 25, 2012	Pre-proposal conference and site visit (2:00 p.m.)
May 1, 2012	Deadline for submitting questions (4:00 p.m.)
May 15, 2012	Proposals due (1:00 p.m.)
Agreements	Signed within 45 date of successful developer's receipt of notice of award

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**TOWN OF WEST BOYLSTON – PROPOSAL FOR SALE OR LEASE OF
TOWN-OWNED LAND**

EXHIBIT A – PRICE PROPSAL

A. SALE

SALE PRICE: _____ (\$_____)

DEPOSIT: _____ (\$_____)

B. LEASE

ANNUAL LEASE PAYMENT: _____ (\$_____)

ANNUAL INCREASES: _____ (\$_____)

Proposer Name: _____

Proposer Signature: _____

Proposer Title: _____

(Note: This Form must be included in the proposal submission)

**TOWN OF WEST BOYLSTON – PROPOSAL FOR SALE OR LEASE OF
TOWN-OWNED LAND**

EXHIBIT B

TAX COMPLIANCE AND NON-COLLUSION STATEMENTS

Any person or corporation that fails to date, sign with original signature, and submit the following statements shall not be awarded this contract.

Certificate of Non-Collusion

The undersigned certified under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization entity, or group of individuals.

Name of Person Signing Proposal

Name of Business

Date

Statement of Tax Compliance

I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Countersignature of Individual or
Corporate Name (mandatory)

By: Corporate Officer (mandatory)

Federal Identification No.

Date

(Note: This Form must be included in the proposal submission)

**TOWN OF WEST BOYLSTON – PROPOSAL FOR SALE OR LEASE OF
TOWN-OWNED LAND**

EXHIBIT C

DISCLOSURE OF BENEFICIAL INTEREST IN REAL PROPERTY TRANSACTION

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by M.G.L. c. 7, §40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction: Town of West Boylston
[Name of Jurisdiction]

2. Complete legal description of the property:

A parcel of land located at Paul X. Tivnan Drive in West Boylston, Massachusetts containing _____ acres, described in a deed recorded with the Worcester South District Registry of Deeds in Book 32654, Page 314.

3. Type of transaction: _____ Sale _____ Lease or rental for _____ [term]:

4. Seller(s) or Lessor(s): Town of West Boylston

Purchaser(s) or Lessee(s): _____

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above.

Note: If a corporation has, or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than 10 percent of the outstanding voting shares need not be disclosed.

Name

Address

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts, or is an employee of the Division of Capital Asset Management and Maintenance, except as noted below:

Name	Title or Position
_____	_____
_____	_____
_____	_____

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in Item 1. If the form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to Item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

(Note: This Form must be included in the proposal submission)

**TOWN OF WEST BOYLSTON – PROPOSAL FOR SALE OR LEASE OF
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EXHIBIT D

CERTIFICATE OF AUTHORITY

Give full names and residences of all persons and parties interested in the foregoing proposal:

(Notice: Give first and last name in full; in case of Corporation give names of President, Treasurer and Manager; and in case of Firms give names of the individual members.)

NAMES	ADDRESSES	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Kindly furnish the following information regarding the Proposer:

(1) If a Proprietorship

Name of Owner: _____

ADDRESS ZIP CODE TEL. # _____

Business: _____

Home: _____

(2) If a Partnership

Full names and address of all partners:

NAMES	ADDRESSES	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

BUSINESS ADDRESS ZIP CODE TEL. # _____

(3) If a Corporation

Full Legal Name: _____

State of Incorporation: _____

Principal Place of Business: ZIP _____

Qualified in Massachusetts: Yes _____ No _____

Place of Business in Massachusetts: ZIP CODE TEL. # _____

(4) If a Trustee

Full Legal Name of Trust: _____

Recording Information on Declaration of Trust: _____

Authorized Signature of Proponent: _____

Title: _____

Date: _____

(Note: This Form must be included in the proposal submission)

TOWN OF WEST BOYLSTON – PROPOSAL FOR SALE OR LEASE OF TOWN-OWNED LAND

APPENDIX A

Renewable Energy/Photovoltaic Systems

The purpose of this Appendix A is to provide information to developers who intend to submit a proposal for a renewable energy project. Developers may, but are by no means required to, submit a proposal for a renewable energy project; the Town will consider all proposed uses of the Property to the extent they comply with the requirements of this RFP.

Should developers wish to submit a proposal for a renewable energy project, particularly for a solar project, they must comply with the following provisions in addition to those set forth in the main body of this RFP:

Introduction.

The Property may be used for energy conservation and renewable energy projects, including, without limitation, the lease of the Property for the installation of 1.0 - 4 MW solar photovoltaic system (the “PV System”). The Town and/or the West Boylston Municipal Light Plant may be interested in purchasing all the power from the PV System, if it is in its financial best interest to do so, through a twenty (20)-year power purchase agreement (“PPA”) to be negotiated by the Town and successful proposer. Any power purchased but not consumed shall subject to a net metering agreement between the Town and the local distribution company. The successful developer will be responsible for interconnection and metering. The successful developer will identify and execute all necessary applications, interconnection sites, contracts, and other requirements. Developers will be solely responsible for and shall pay all costs associated with permitting, designing, owning, insuring, commissioning, interconnection, metering, operating, maintaining and monitoring the PV System, decommissioning, and for the improvement, maintenance, repair and security of the Property and the PV System at all times. The Town of West Boylston does not intend to own or operate the PV System. The successful developer will retain ownership of the PV System throughout the term of the agreement. The developer shall also own all environmental and financial attributes (i.e. Renewable Energy Certificates, Production Tax Credits, Modified Accelerated Depreciation, etc., except net metering credits, which shall accrue to the benefit of the Town) throughout the term of the PPA. The Town shall not be required to make an award based solely on the highest rent or the lowest per kWh rate quoted, or combination thereof.

Minimum Firm Requirements.

Developers submitting a proposal for the sale or lease of the Property for the installation and operation of a PV System shall also provide information on their experience with design and construction and operation of a large scale ground mounted solar photovoltaic facility, and in negotiating grid linkup with utilities for power produced by large scale ground mounted solar photovoltaic systems. Developers shall submit current contact information for property owners for the last five similar developments undertaken by the developer.

Proposed Site Layout and Architectural Sketches.

Developers submitting proposals for the installation and operation of a PV System on the Property shall also include the following information:

- A. Provide a completed draft interconnection application to the local electricity distribution company, including: (a) a preliminary site layout of the PV solar power facility; (b) a single line drawing of the PV System.
- B. The developer shall provide a detailed description of the type of system to be installed and basic hardware information and a schematic showing the placement of the hardware on the site.

The information to be included is:

Panels:

- Manufacturer
- Model number
- Module wattage
- Panel count
- Array tilt
- Warranty information

Inverters:

- Manufacturer
- Model number
- Number and size to be installed
- String size and quantity
- Warranty information

Mounting system:

- Specify system of array anchoring/ballasting. Proposals should articulate steps to be taken to ensure the integrity of the land fill cap and satisfaction of all environmental and permitting issues.

Please specify if there are any limitations and performance outputs of all equipment. Please indicate any emissions or noise levels by any of the equipment proposed. The proposal shall include a commissioning of the equipment verifying performance.

Payments to the Town.

For PV Systems, the developer shall also identify the following financial benefits:

- A. Rent. The Price Proposal shall include a fixed cost per acre with an annual escalator tied to an agreed upon Consumer Price Index. The lease payment must be based on a price inclusive of all materials, services, labor, performance and payment bonds, insurance, maintenance, operation and overhead and other costs incurred in the performance of the project requirements, including any and all costs incurred in the performance of the proponent's due diligence in determining the appropriateness of the property for the installation of the proposed PV System.
- B. PPA. If the proposal includes an optional PPA, the developer shall include: the per kWh price for the Town's purchase of the electricity output of the PV System. The quoted rate may include an annual escalation percentage and any maximum rate or cap to be applied during the twenty (20) year term of the PPA. Developers should include such information on a table showing the per kWh cost in each year of the term of the PPA. The lease payment must be based on a price inclusive of all materials, services, labor, performance and payment bonds, insurance, maintenance, operation and overhead and other costs incurred in the performance of the project requirements, including any and all costs incurred in the performance of the proponent's due diligence in determining the appropriateness of the property for the installation of the proposed PV System., the following additional pricing information must be provided:

The proposed optional PPA shall be a standard performance-based contract involving the generation and purchase of guaranteed quantities of electricity at a specified price. The developer's proposal must include:

- (a) guaranteed annual electricity output (kWh/yr)
 - (b) estimated annual system degradation factor
 - (c) estimated annual electricity output (kWh/yr);
 - (b) estimated annual payment schedule;
 - (c) contract buy out schedule.
- C. Other Financial Benefits. The Price Proposal must include table indicating other financial benefits to the Town over the twenty (20) year period. Proposals must include and take account of:
 - a. The obligation of the developer to pay all applicable municipal real and personal property taxes arising out of the lease and installation of the PV System or, if the developer qualifies as a "generation company" or "wholesale generation company" under G.L. c. 59, § 38H(b) and to the extent permitted by law, a proposal for in lieu of taxes payment.
 - b. Method for adjusting price of power purchased should grid default KWh rates drop below PPA prices.

- c. Method(s) to relieve the Town from any financial obligation under the PPA should a force majeure event be severe enough to make it impossible to receive power produced by the proponent.
- d. Agreement to renegotiate pricing structure should the net metering credit policy of the Commonwealth of Massachusetts change in any way. Proposed agreement to include termination of PPA relationships without penalty should the negotiation not yield a new pricing structure in the Town's best interest.

Developers shall include in the Price Proposal a plan for how they will allocate any financial impacts caused by changes in law. The Town expressly reserves the right to negotiate an acceptable agreement with respect to this issue.

The Town and the successful developer shall negotiate an acceptable financial assurance mechanism to ensure full performance of the project requirements throughout the term of the lease/PPA. Developers are encouraged to include a proposal for such security in the Price Proposal submission.

It is expected that the successful developer will pursue tax credits and incentives, solar renewable energy credits, rebates, and other benefits that are available and/or may become available in the future. The developer's proposal shall include identification of the types of renewable energy incentives it proposed to seek, including (a) any environmental or other attributes (such as RECs, greenhouse gas offsets, or forward capacity market payments) that are generated in connection with the operation of the PV System; (b) any tax credits or incentives generated in connection with the operation of the PV System; and (c) any grants or rebates obtained in connection with the installation of the PV System. The successful developer shall comply with all requirements (such as insurance, etc.) that are associated with any program under which it obtains credits, rebates or other incentives, and shall indemnify the Town for any liability resulting from its failure to so comply throughout the life of the PPA.

As between the Town and the successful developer, the Town shall be entitled to receive any and all credits from the local distribution company for electricity generated by the PV System and delivered to the local distribution company. The successful developer shall reasonably cooperate with and assist the Town in obtaining the full benefit of all net metering credits.

The Town will select the proposal that nets the Town the greatest financial benefit over the longest period of time, and which demonstrates to the Town's satisfaction the necessary expertise and experience, and financial capacity of the developer. The Town shall not be required to make an award based solely on the highest rent or the lowest per kWh rate quoted, or combination thereof.

- D. Purchase Option. Developers are to identify options for negotiation relating to the ownership of and/or disposition of all equipment on site after the end of the contract term. Options must include method to put landfill site in the condition it was in prior to facility installation.

- E. Termination Fee. The Price Proposal submission shall include Exhibit 2, Estimated Payment Schedule, and Exhibit 3, Termination Payment Schedule, attached to this Appendix. In determining whether to award the sale or lease of the Property for a PV System, the Town will consider the overall financial benefit to be derived from the combined rent revenue and the electricity savings in comparison to the cost of electricity from the local utility taking and the potential additional risk inherent in a PPA, as compared to the straightforward rent revenue under the lease-only alternative or the purchase price from the sale alternative or a straightforward purchase price alternative. Any lease entered into shall be a triple-net lease, with the successful developer being responsible for all insurance, maintenance, operation, repair, capital and other improvements, real and personal property taxes, betterments, assessments and any and all charges or fees of any kind relating in any way to the Property.

Required Forms.

The Price Proposal to be used for a PV System is attached to this Appendix as Exhibit 1. In addition to submitting forms A-D set forth in this RFP, developers for solar energy projects must also submit Exhibit 2, entitled Estimated Electricity Payment Schedule, and Exhibit 3, entitled Termination Payment Schedule, attached to this Appendix.

Project Schedule.

If a developer submits a proposal for a PV System on the Property, the developer shall provide a target schedule using Day 0 as day contract/easement is signed and completing the following:

The following are key milestones for the project and the desired completion dates. Developers shall propose milestone dates based on the size and scope of work for the project. It is the desire of the Town to complete installation at the earliest possible date, consistent with prudent due diligence as to the suitability of the site, engineering and installation practices. Failure of the successful developer to meet its stated commissioning date shall be subject to liquidated damages.

Milestone	Milestone Date
Complete any site evaluation and testing necessary to confirm its viability for the proposed use Apply for any grants or rebates and obtain funding commitment	
Secure system equipment and assets	
Completion of balance of PV System Design	
Mechanical Completion	
Substantial Completion	
Commercial Operation Date	
Final Completion	

Schedule of Negotiations and Agreements.

The Board of Selectmen will hold negotiations with the developer ranked the highest on the basis of the proposal and possible interview. In the event a satisfactory sale or lease and PPA cannot be agreed to by the parties within 45 calendar days from the date of the selected developer's receipt of a notice of award, unless the Town decides, in its sole discretion, to extend such 45-day period, the Town may, in its sole discretion, cease negotiations and either begin negotiations with the next ranked developer or cancel the procurement. Any sale or lease of the Property shall be contingent upon the approval of the West Boylston Town Meeting.

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APPENDIX A – RENEWABLE ENERGY/PHOTOVOLTAIC SYSTEMS

EXHIBIT 1 - PRICE PROPOSAL*

A. LEASE

ANNUAL LEASE PAYMENT: _____ (\$_____)

ANNUAL INCREASES: _____ (\$_____)

B. PPA: Electricity provided pursuant to the PPA

ANNUAL ELECTRIC OUTPUT
YEAR 1 _____ kWh/year

ANNUAL SYSTEM DEGRADATION
FACTOR _____ % per year

ELECTRICITY PRICE* \$_____ per kWh during the first Contract Year of the Term

ELECTRIC PRICE INCREASE
FACTOR* _____ % per year

MAXIMUM ELECTRICITY PRICE* \$_____ per kWh during the life of the Contract

PERFORMANCE AND PAYMENT
BOND AMOUNT \$_____

DECOMMISSIONING ASSURANCE
AMOUNT \$_____

PAYMENT OF TOWN'S
CONSULTATION FEES \$

*** Alternate lease payment and electricity pricing structures may be offered.**

Proposer Name: _____

Proposer Signature: _____

Proposer Title: _____

APPENDIX A – RENEWABLE ENERGY/PHOTOVOLTAIC SYSTEMS

EXHIBIT 2 – ESTIMATED ELECTRICITY PAYMENT SCHEDULE

Year	Estimated Annual Production (kWh)	Rate per kWh	Estimated Annual Payment Amount
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
Totals			

Proposer Name: _____

Proposer Signature: _____

Proposer Title: _____

APPENDIX A – RENEWABLE ENERGY/PHOTOVOLTAIC SYSTEMS

EXHIBIT 3 – TERMINATION PAYMENT SCHEDULE

Early Termination Occurs in Year:	Early Termination Fee (including costs of removal)	Early Termination Fee (excluding costs of removal)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
At expiration		

Proposer Name: _____

Proposer Signature: _____

Proposer Title: _____